

PSC KY. NO. 4

CANCELLING PSC KY. NO. 3

McCreary County Water District

OF

McCreary County, Kentucky

RATES – CHARGES – RULES - REGULATIONS

FOR FURNISHING

WATER SERVICE

AT

McCreary County, Kentucky

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF

KENTUCKY

DATE OF ISSUE April 3, 2023
Month / Date / Year


DATE EFFECTIVE March 23, 2023
Month / Date / Year

ISSUED BY /s/ Randy Kidd
(Signature of Officer)

TITLE Chairman

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

3/22/2023

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AREA McCreary County, Ky

PSC KY NO. 4

Original SHEET NO. 1

McCreary County Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RATES AND CHARGES

Monthly Water Rates (Phase 1)
(Effective Through July 26, 2023)

Residential & Non-Residential Meter

First 2,000 gallons \$23.46 Minimum Bill
Over 2,000 gallons \$0.00965 per gallon

Federal Correctional Facility

First 1,950,000 gallons \$14,823.21 Minimum Bill
Over 1,950,000 gallons \$0.00759 per gallon

Cumberland Falls State Park

First 600,000 gallons \$4,560.99 Minimum Bill
All Over 600,000 gallons \$0.00759 per gallon

Whitley County Water District \$0.00759 per gallon
Oneida, Tennessee \$0.00759 per gallon
Fibrotex USA \$0.00759 per gallon
Pine Knot Job Center \$0.00759 per gallon
McCreary County Housing Authority \$0.00759 per gallon

(D)

The monthly charge for customers who receive service through a master meter for multi-unit service shall be the greater of (a) the number of housing units multiplied by the minimum water charge per unit (based on the district's standard service meter minimum charge), or (b) the amount billed for average unit use (determined by dividing the total usage by the number of housing units) multiplied by the total number of housing units in the multi-unit facility.

(T)

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. 2022-00336 DATED March 22, 2023

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
3/22/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AREA McCreary County, Ky

PSC KY NO. 4

Original SHEET NO. 2

McCreary County Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RATES AND CHARGES

Monthly Water Rates (Phase 2)

(Effective After July 26, 2023)

Residential & Non-Residential Meter

First 2,000 gallons \$24.42 Minimum Bill
Over 2,000 gallons \$0.01004 per gallon

Federal Correctional Facility

First 1,950,000 gallons \$15,430.93 Minimum Bill
Over 1,950,000 gallons \$0.00790 per gallon

Cumberland Falls State Park

First 600,000 gallons \$4,747.98 Minimum Bill
All Over 600,000 gallons \$0.00790 per gallon

Whitley County Water District \$0.00790 per gallon
Oneida, Tennessee \$0.00790 per gallon
Fibrotex USA \$0.00790 per gallon
Pine Knot Job Center \$0.00790 per gallon
McCreary County Housing Authority \$0.00790 per gallon

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RULES AND REGULATIONS

Non-Recurring Charges

Connection/Turn-On Charge	\$ 12.50	(N)
Connection/Turn-On Charge (After Hours)*	\$ 50.00	(N)
Termination Charge	\$ 12.50	(N)
Reconnection Charge	\$ 12.50	
Reconnection Charge (After Hours)*	\$ 50.00	(N)
Meter Reread	\$ 12.50	
Service Call/Investigation	\$ 12.50	(N)
Service Call/Investigation (After Hours)*	\$ 50.00	(N)
Meter Test Request	\$ 12.50	
Damage to District Equipment	Actual Cost	(T)
Meter Relocate	Actual Cost	(T)
Meter Connection/Tap-On Charge (5/8-Inch x 3/4-Inch Meter)**	\$800.00	
Meter Connection/Tap-On Charge (All Larger Meters)**	Actual Cost	
Returned Check Fee	\$ 8.50***	
Late Payment Charge	10 percent	
Water Main Extension/Service Line Connection Estimate	Actual Cost	(N)

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RULES AND REGULATIONS

* Regular working hours for the utility’s maintenance staff is 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays. Upon customer request, and subject to availability of maintenance staff, services may be performed outside regular working hours at the after-hours rate.

**Meter connection fee does not include any expense for boring in rock areas or any expense for rock removal. Customer will be assessed an additional charge for any rock boring or removal. The charge for rock removal shall be applied per linear trench foot and shall not exceed the actual cost of excavation. (N)
(N)
(N)
(N)

***If a returned check charge is assessed against a customer who receives water and sewer service, the revenue from that charge will be allocated equally between the District’s water and sewer operations.

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AREA McCreary County, Ky

PSC KY NO. 4

Original SHEET NO. 5

McCreary County Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

1. DEFINITIONS

a. "Commercial sales" means sales to private schools, colleges, hospitals, churches and other private educational, cultural, social or religious organizations, business or manufacturing establishments if the water is not used principally in manufacturing or processing functions.

b. "Commission" means Kentucky Public Service Commission.

c. "Customer" shall mean any person, firm, corporation, entity or municipality supplied with water service by McCreary County Water District pursuant to these Rules and Regulations.

d. "District" means McCreary County Water District acting through its officers, managers, or other duly authorized employees or agents.

e. "Fire department" means a firefighting organization operated and controlled by any city, county, urban-county, charter county, fire protection district, or volunteer fire protection district.

f. "Industrial sales" means sales to manufacturing or processing establishments if the water is used principally in manufacturing or processing function.

g. "Residential sales" means sales to single premise residences, to multiple premises residences where each premise is served through a single Meter, or premises served through a single Meter with multiple owners if the usage is primary for residential purposes.

h. "Standard service" means service supplied through a 5/8-inch by 3/4-inch meter

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AREA McCreary County, Ky

PSC KY NO. 4

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McCreary County Water District

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RULES AND REGULATIONS

2. RULES AND REGULATIONS GOVERNING RENDERING OF SERVICE

These Rules and Regulations, and any subsequent amendments or revisions, govern the District's provision of water service to all customers.

(T)
(T)

3. REQUESTS FOR WATER SERVICE

a. Each applicant for water service must execute an application and a contract for water service for each Premises for which the applicant seeks water service. The information provided in the application and contract shall be true, accurate and current. The applicant is responsible for advising the District of any changes in the information. Providing false, misleading, or inaccurate information in the application or contract is grounds for discontinuance of water service.

b. Applications for water service are not transferable. New occupants of premises must apply for service before commencing use of water service. If a Customer transfers ownership of the property receiving water service and ceases to reside at the property and the acquiring party or a person acting on behalf of or under the authority of the acquiring party takes possession of the premises and is the primary recipient of water service to that property, the acquiring party or new party in possession must submit an application and execute a contract for water service with the District. The District may, after reasonable notice, discontinue water service to the property until the acquiring party or new party in possession has executed a contract for service.

(N)

c. A Customer who has contracted for water service with the District is responsible for payment of all water service furnished to the Premises until such time as the Customer properly notifies the District to discontinue service for his/her account at the Premises.

d. No Customer shall use water for any purpose other than that for which the Customer has requested service and the District has approved.

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McCreary County Water District

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RULES AND REGULATIONS

e. No Customer may resell water except as permitted by these Rules and Regulations. (T)

f. The District may refuse service to a Customer with an outstanding, unpaid balance for water or sewer service that the District has previously provided until the balance owed is paid. (N)

g. An applicant for water service must present identification card containing the applicant's photo. In lieu of photo identification, the applicant may present an alternate form of identification such as an identification card with applicant's name issued by a Kentucky county government or any food stamp identification card, electronic benefit transfer card, or supplemental nutrition assistance card issued by Kentucky state government that shows the applicant's name. A credit card or debit card showing the applicant's name is not an acceptable alternate form of identification. (N)

h. Unless an applicant otherwise advises the District, an application shall be considered an application for standard service. If an applicant requests non-standard service, the applicant must provide justification for the installation of a meter larger than 5/8-inch by 3/4-inch and must pay to the District the cost of any special installation necessary to meet the applicant's requirements. (T)

i. If an applicant requests the District to provide an estimate of the cost to make a connection or main extension and District employees must visit the proposed service site to prepare such estimate, the District may assess a charge to the applicant equal to the labor and travel expenses necessary to prepare the estimate. If the applicant executes a contract for service within 90 days of the District's providing such estimate, the amount charged will be credited to the cost of the service connection or main extension. (N)

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McCreary County Water District

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RULES AND REGULATIONS

4. TERMS AND CONDITIONS OF BILLING AND PAYMENT

- a. Bills for water service by Meter will be rendered monthly with ending dates as the District determines. (T)
- b. All bills for water and sewer service are due and payable when rendered and are considered delinquent if not paid by the due date set forth on the bill. Failure to pay will render the Customer subject to disconnection and subject to payment of termination and reconnection fees in Tariff. If any bill for water and sewer service is not paid in accordance with this Tariff, the District may discontinue service in accordance with these Rules and Regulations. (T)
- c. A Customer is responsible for furnishing the District with the correct billing addresses (e-mail or postal address). Failure to receive a bill does not excuse non-payment nor permit an extension of the date when the account would be considered delinquent. (N)
- d. Bills will be sent to the billing address (e-mail or postal address) provided in the application for service unless the District is notified in writing by the Customer of a change of billing address. (T)
- e. The District is not bound by bills rendered under mistake of fact as to the quantity of service rendered. (N)
- f. If a Customer disputes a bill, the Customer's accounts shall be considered current while the dispute is pending if the customer continues to make undisputed payments and stays current on subsequent bills. (N)
- g. The use of water by the same Customer at different premises or localities will not be combined. (N)

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McCreary County Water District

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RULES AND REGULATIONS

h. If payment is not received by the due date specified on the bill, the Customer will be assessed a Late Payment Charge. Any late payment charge shall be waived for any bill or portion of a bill for which a customer has received third-party billing assistance through the Low-Income Household Drinking Water and Wastewater Emergency Assistance Program or from another public or charitable source.

i. The District maintains a night depository box for the convenience of Customers and retrieves the deposited payments at the start of each business day. Payments deposited in the night deposit box will be considered as received on the next business day. (N)

j. Customers may make payment by credit or debit card online, in person at the District's office or at the offices of the District's designated agents, or by telephone. If payment by credit or debit card is attempted and declined, the customer's obligation to pay the billed amount on the due date remains unchanged. Credit and debit card payments are subject to a convenience fee assessed by the card processor (not the District). Prior to processing the transaction, the customer will be informed of the fee amount. (T)

k. A single bill will be issued monthly to the Customer who has executed the current Water Service Contract for the service to Meter connections serving more than one residential or commercial unit. The Customer has is responsible for payment of all charges for service associated with the meter, including all water provided through the meter. (N)

l. Residential Customers may elect to participate in a monthly budget billing payment plan. Under such a plan, Customers pay a fixed monthly amount determined by the District based on historical or estimated usage. A Customer may enroll in such a plan at any time. The District will issue bills so as to bring each customer's account current once each 12-month period or through a series of leveled adjustments on a monthly basis if usage indicates that the account will not be current upon payment of the last monthly budget amount. If a Customer fails to pay bills as required under the plan, the District may remove the Customer (N)

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AREA McCreary County, Ky

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McCreary County Water District

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RULES AND REGULATIONS

from the plan, restore the customer to regular billing, and require immediate payment of any deficiency. (N) (N)

5. DEPOSITS

a. A minimum deposit of \$50.00 will be assessed upon the Customer’s request for water service. The District may refuse or disconnect service if the deposit is not paid. (T)

b. The District may require a deposit in addition to the initial deposit if a Customer’s classification of service changes or its usage changes substantially change in usage, except that an additional deposit will not be required of a residential customer whose payment record is satisfactory unless the customer’s classification of service changes or the deposit is recalculated at the customer's request in accordance with Commission regulations. (N) (N) (N) (N) (N)

c. Interest on deposits. Interest will accrue on all deposits at the rate prescribed by law beginning on the date on the deposit. Interest accrued will be refunded to the Customer or credited to the Customer’s bill on an annual basis, except that no refund or credit will be made if the Customer’s bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to the Customer’s bill prior to twelve (12) months after the date of the deposit or last paid interest date, the payment or credit will be prorated.

d. Upon termination of service, the deposit, any principal amounts, and interest earned, and owing will be credited to the final bill with any remainder refunded to the customer.

e. A deposit may be waived upon a customer’s showing of satisfactory credit or payment history. Deposits will be returned after one (1) year if the Customer has established a satisfactory payment history. In determining whether a Customer has a satisfactory credit or payment history, the District will consider the Customer’s previous payment history with the (T) (T) (T) (T)

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McCreary County Water District

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District and, if no previous history with the District, statements from other utilities, banks or other financial institutions attesting to the Customer's payment or credit history. (T)

f. If a deposit has been waived or returned and the Customer fails to maintain a satisfactory payment record, the District may require a deposit. It may also may require a deposit after having waived or returned a deposit if the Customer's classification of service or usage changes.

g. If a deposit is held longer than 18 months, the deposit will be recalculated at the Customer's request based on the customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential customer or 10 percent for a non-residential customer, the District may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

6. METER BILL ADJUSTMENT

a. Whenever a meter in service is found upon periodic request or complaint test to be more than two percent fast, additional tests shall be conducted in accordance with the Commission's regulations to determine the average error of the meter.

b. If test results on a Customer's meter show an average error greater than two percent fast or slow, or if a customer has been incorrectly billed for any other reason, except in instances in which the Customer obtained service through fraud, theft, or deception, the District will determine the period during which the error has existed, and will re-compute and adjust the Customer's bill to provide a refund to the customer or collect any under-billed amount. (T)

c. Any readjustment will be based upon the period during which the error is known to have existed. If this period cannot be determined with reasonable certainty, the time period will be estimated. In all instances of customer over-billing, the Customer's account will be (T)

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McCreary County Water District

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RULES AND REGULATIONS

credited, or the over-billed amount refunded at the Customer's discretion within thirty (30) days after final meter test results. A customer will not be required to repay any under-billing over a period less than a period coextensive with the under-billing.

d. The period of recovery for under-billing will be limited to the most recent twenty-four (24) months of under-billing unless the underbilling is the result of Customer fraud, theft or deception.

e. If a meter has ceased to register, or a meter reading cannot be obtained, the quantity of water to be billed will be based upon an average of six months' consumption. If said meter readings are not available for an entire six-month period, the District may estimate water bill, subject to adjustment once a six-month average of actual meter readings can be calculated.

f. When a Meter is found to have an error in excess of two percent (2%) fast or slow the amount of refund or the amount to be collected by the District shall be calculated using that percentage of error as determined by the test. The percent error shall be that difference between one hundred percent (100%) and that amount of error as indicated by the test.

7. NON-RECURRING CHARGES

The District will assess a charge for the following non-recurring services:

a. A Meter Test Charge will be assessed if a customer requests the District performs a test on a Customer's meter to check for accuracy and the test shows the Customer's meter is not more than two percent (2%) fast.

b. A Reconnection Charge will be assessed to reconnect service that has been terminated for non-payment of service or for violation of these Rules and Regulations or the Commission regulations.



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RULES AND REGULATIONS

c. A Termination Charge will be assessed when a District representative makes a trip to a customer's premises for the purpose of terminating service for nonpayment.

d. A Returned Payment Charge will be assessed when a Customer's payment is not honored by the Customer's financial institution either due to insufficient funds or other reason when the Customer is at fault.

e. A Service Call/Investigation Charge will be assessed when a Customer requests the presence of District personnel to investigate a service problem and the problem is a result of the Customer's own plumbing facilities, beyond the District's delivery point, or not caused by failure of the District's facilities. Any maintenance and repair of facilities beyond the District's delivery point is the responsibility of the Customer.

f. A Customer who maliciously, willfully, or negligently breaks, damages, destroys, uncovers, defaces, or tampers with any structure, appurtenance, or equipment which is part of the District's water works, shall be subject to disconnection of water service and shall pay the cost of repairing or replacing the structure or appurtenance.

g. A Meter Connection Charge will be assessed for initial installation and connection of water service on the Customer's property.

h. A Connection/Turn-on charge will be assessed for a new service turn-on, seasonal turn-on, or temporary service. The charge will not be made for initial installation of service where a Meter Connection/Tap-on Charge is applicable.

i. A customer or other authorized person who requests that a meter be relocated, changed, or modified or requests a meter that has been removed at the customer's request be reset will be assessed the District's cost to perform such relocation, modification or re-setting.

(N)

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AREA McCreary County, Ky

PSC KY NO. 4

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McCreary County Water District

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RULES AND REGULATIONS

j. A Late Payment Charge will be assessed if payment is not received by the due date specified on the bill. A late payment charge shall be waived for any bill or portion of a bill for which a customer has received third-party billing assistance through the Low-Income Household Drinking Water and Wastewater Emergency Assistance Program or from another public or charitable source.

k. Cost Estimate Charge will be assessed to any person requesting a service connection or water main extension that requires District personnel to travel to the site of the proposed connection or extension and take measurements to determine the cost of the extension or service connection. If requesting party executes an agreement for service or contract for water main extension within 90 days of receiving estimate of length or cost, the amount of charge will be credited to the applicable meter connection charge or water main extension charge. (N)

8. CUSTOMER COMPLAINTS

A Customer may submit a complaint with the District in person, by telephone, mail or e-mail. The District will address all complaints in accordance the Commission’s regulations. (T)

9. DISCONTINUANCE AND RECONNECTION OF SERVICE

a. Discontinuance of Water Service

(1) A Customer requesting discontinuance of water service or transfer of service to another location shall provide the District with three business days’ notice. Unless the contract for water service provides otherwise, the Customer will not be responsible for charges for service beyond the three (3) day notice period if the Customer provides reasonable access to the meter during the notice period. If the Customer requests discontinuance of service by telephone and a dispute arises regarding the request, he or she bears the burden of demonstrating that the request was made. (T)

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(2) The District may discontinue a Customer’s water service for non-payment of bills for water or sewer service upon providing the Customer with at least five (5) days written notice delivered by mail or personally delivered to him/her or a member of his/her household, However, no service will be discontinued until twenty (20) days after the mailing date of the original bill.

(3) Service rendered under any application, contract or agreement may be discontinued without notice for the following reasons:

(a) Fraudulent use of water;

(b) Interfering or tampering by the Customer, or others with the knowledge of the Customer, with any Meter, connection, service pipe, curb stop, seal or any other appliance of the District controlling or regulating the Customer’s water supply;

(c) Existence on the Customer’s Premises of a dangerous condition relating to water service that could subject a person to imminent harm or result in substantial damage to the property of the District’s or others;

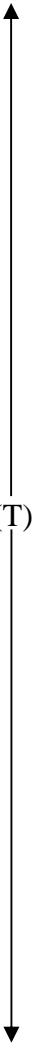
(d) Willful or indifferent waste of water due to any cause which adversely affects either water service to other Customers or the District’s utility operations;

(e) Unauthorized use by illegal use or theft;

(f) Misrepresentation in the water service application or contract;

(g) Resale of water without the District’s approval; or

(h) Connections, cross-connections, or permitting the same of any separate water supply to the Customer’s premises.



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SIGNATURE OF OFFICER

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2022-00336 DATED March 22, 2023

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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(4) Upon ten (10) days advance notice in writing of the reasons for the proposed discontinuance and the corrective action required to avoid discontinuance and the Customer's failure to take such action, the District may discontinue service for the following reasons: (T)

(a) Non-compliance with the Commission's regulations, these Rules and Regulations or, if the Customer also receives sewer service from the District, the District's Rules and Regulations pertaining to sewer service; or (T)

(b) Non-compliance with state, local or other codes; or

(c) For failure to provide the District's employees free and reasonable access to the Premises or for obstructing the way of ingress to the Meter or other appliance of the District controlling or regulating the Customer's water supply; or (N)

(d) For failure to report to the District additions to the property or fixtures to be supplied or additional use to be made of water; (N)

(5) If prior to discontinuance a residential customer presents to the District a written certificate, signed by a physician, registered nurse or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, the District shall not discontinue service before thirty (30) days after the original termination date. (T)

(6) In cases where water is provided to multiple units through a single meter, the person making application shall be responsible for all water bills and other legitimate charges. Any violation of these Rules and Regulations with reference to any of the units, shall be deemed a violation as to all, and the District may enforce compliance with these Rules by shutting off the entire service. (N)

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(7) Discontinuing the supply of water to a Premises for any such reason shall not prevent the District from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due from the Customer.

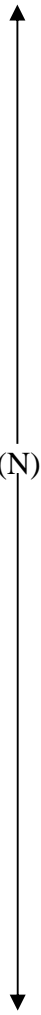
(8) The District will negotiate reasonable partial payment plans at the request of residential customers who have received a termination notice for non-payment of bills but is not obligated to do so for Customers who are delinquent under an existing partial payment plan. Plans that extend for a period longer than thirty (30) days will be in writing. The District may discontinue Customer's service without additional notice if the customer fails to meet his or her obligations under a partial payment plan.

b. **Renewal of Water Service After Discontinuance**

(1) When water service to a Premises has been terminated for any reason other than temporary vacancy, it will be restored only after the conditions, circumstances or practices which caused its discontinuance are corrected to the District's satisfaction and upon payment of all charges due and payable by the Customer in accordance with these Rules. The District shall reconnect existing service within twenty-four (24) hours or close of the next business day, whichever is later, after correction of the practice or condition giving rise to the discontinuance of service and payment of all charges due and payable.

(2) No Customer whose service has been turned off shall turn on service or have same done by anyone other than the District.

(3) Water service will not be turned on unless the Customer or a representative of the Customer is physically present at the Premises or has executed a Water Turn-on Release Form expressly consenting to the turn on of service without his or her presence or the presence of a representative of the Customer at the Premises.



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c. Service will not be supplied or continued to any premises if at the time of application for service the Applicant is merely acting as an agent of a present or former customer who is indebted to the District for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Absent evidence to the contrary, an applicant will be presumed to be agent of a former customer if (1) the Applicant lived in the customer's household when was service was discontinued for nonpayment; (2) the Applicant was at least 18 years of age at the time the unpaid service was provided to the former customer's household and the Applicant received the benefit of the service; and (3) the former customer is residing in the premises for which the Applicant is requesting water service.

10. METERS

a. Water will be sold by Meter measurement only.

b. All Meters, except detector devices and/or fire service line Meters, will be installed, maintained and replaced by; and at the expense of the District, but in case of damage to such Meters by reason of any act, neglect or omission on the Customer's part the Customer shall pay to the District the cost of the meter's repair upon presentation of a bill for such costs.

c. The District alone shall determine the type and size of Meter that shall be placed on any service pipe, and such Meters will be furnished, installed and removed by the District alone, and shall remain its property.

d. Each Premise shall be supplied through an independent Meter setting unless the District otherwise authorizes.

e. All Meters are accurately tested before installation and are also periodically tested in accordance with the Commission's regulations. The District may at any time remove any Meter



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for periodic tests or for repairs or replacement and may, at its option and expense, test any Meter when the District has reason to believe that it is registering inaccurately. (N)
(N)

f. The District shall test any Meter upon a Customer's written request if the request is not made more frequently than once each twelve (12) months. The Customer shall be given the opportunity to be present at the requested test. The Customer will be charged a fee of \$12.50 if the said Meter be found less than two percent incorrect to the prejudice of the Customer. (T)
(T)
(T)
(T)

g. The District reserves the right to put seals on any water Meter, or on couplings in and for any premises, and may shut off the supply if such seals are found broken or removed.

h. After meter placement, a Customer may request a change in the meter's location. The District will relocate the Meter at the Customer's expense if the location is acceptable.

i. Meters must be located in a utility easement or public right-of-way.

j. Meters may be located either in an outdoor Meter box or vault, at the option of the District. The location of the Meter must be acceptable to the District and allow for the Meter to be easily examined, tested, repaired, read, removed or replaced. The Meter box or vault shall be located in a convenient and readily accessible location acceptable to the District. The Meter box or vault must be constructed to protect the Meter from freezing and damage by vehicular traffic, and its location and design shall prevent, as far as possible, the inflow of surface water. After the District installs a Meter, a Customer shall not tamper with, alter, repair or remove the Meter or allow anyone other than the District to do so. Any plumbing, piping, grading or structural modification which could result in the relocation of the Meter or impact accessibility must first be approved by the District. (N)

k. The point of delivery is at the meter or vault. Customer is responsible for installation and maintenance of all water lines, plumbing and equipment beyond the meter.

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11. SERVICE LINES

a. The District will furnish and install for the purpose of connecting its distribution system to the Customer's premises that portion of the service connection from its main to and including the meter and meter box. In areas where the District's distribution system follows well-defined streets and roads, the Customer's point of service will be located at that point on or near the street right-of-way or property line most accessible to the District from its distribution system. In areas where the distribution system does not follow streets and roads, the point of service will be located as near the Customer's property line as practicable. Prior to installation of the meter, the District will consult with the Customer as to the most practical location.

b. All service lines must be laid at a sufficient depth (a minimum of 24 inches) to prevent freezing during the coldest weather normally experienced except where services are not intended for use during freezing weather and are actually drained during such periods.

c. Customer must present evidence of a plumbing permit from the appropriate regulatory agency before service will be established.

d. The Applicant/Customer must furnish and lay the necessary pipe to make the connection from the point of service to the point of usage and be financially responsible for all costs associated with the installation and maintenance of his/her service line plumbing, including a shut-off valve, one-way check valve, and pressure reducing valve, installed on his/her property beginning at the outlet side of the water meter.

e. A service line running from the point of connection to the water main to the point of delivery shall not be located on any private property other than the Applicant's property. No service line running from the point of delivery to the point of consumption shall be located on property other than the Applicant's property unless the Applicant has obtained from the other



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property owners a private utility easement for the service line and properly recorded such easement with the County Clerk’s office. (N)
(N)

f. The installation and maintenance of the water service line must be in accordance with these Rules and Regulations and the regulations of the Kentucky Department for Public Health. The service line shall be kept in good repair at all times. (N)
(N)
(N)

g. Cross-Connections.

(1) No water service connection shall be made or installed to any residential building unless such service connection is protected by a backflow prevention assembly. Residential service connections shall be considered as low hazard applications and all such connections shall have at a minimum a dual check valve backflow preventer installed between the water meter and the residence. The District may require additional or alternate backflow prevention assemblies if the degree of hazard constitutes a higher level of protection for the public water system.

(2) No water service or supply connection shall be installed or permitted to be installed to any non-residential facility unless the water service connection is protected by a backflow prevention assembly. The type of protection device required shall be determined at the time of installation of the service and shall be commensurate with the degree of hazard at the point of such service connection. At a minimum, the service connection shall be installed with a dual check valve backflow preventer. In the event the purpose or use of a non-residential facility changes and the new purpose or change creates a higher degree of hazard, then customer receiving service at the non-residential facility shall replace the backflow prevention with an assembly that provides acceptable protection.

(3) All water service connections that are in existence as of August 29, 2019 and lack the minimum backflow prevention assemblies required herein shall become compliant with this regulation’s requirements within a reasonable period after the Customer or property owner has

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received notice of the service connection’s non-compliance. Installation of the backflow prevention shall be at the Customer or property owner’s expense. If the District determines that a hazard to health exists, then a backflow prevention assembly meeting the requirements of this regulation may be installed on an existing service connection. Backflow prevention assemblies shall not be installed on existing service connections until after the Customer or property owner has been informed of the actual and potential hazards that may be created as a result of such backflow assembly installation. Notices provided shall include the following: “When cross connection control devices are properly installed, they create a closed water system. A properly sized thermal expansion tank shall be installed in the cold-water supply located as near the water heater as possible.”

(4) A customer shall make its water system open for inspection at all reasonable times to authorized representatives of the District to determine whether cross connections or other structural or sanitary hazards, including violation of this rule, exist. If the District discovers or learns of such condition, it may deny or immediately discontinue service to the facility by providing a physical break in the service line until the customer has corrected the condition in conformance with state and local laws and regulations. Water service to any facility shall be discontinued if the backflow prevention assembly required by this regulation has been removed, bypassed, or if any unprotected cross connection exists on the premises and will not be restored until such conditions or defects are corrected.

(5) The cross-connection of the District’s system with any auxiliary water supply is prohibited.

(6) No connection shall be made to a premise that has or uses a well that has or is being until District personnel have inspected and verified the well’s disconnection and separation.

h. No service line installation shall use galvanized pipe or fittings.

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i. Commission Regulations provide that in no event shall the pressure at a customer's service pipe under normal conditions fall below thirty (30) pounds per square inch. Accordingly, no meter shall be located on an Applicant's service line at a point that does not deliver a minimum pressure of 30 pounds per square inch at the meter point. If the District cannot deliver the minimum required pressure at the proposed meter point, it will undertake reasonable efforts to obtain the minimum pressure and, if such reasonable efforts will not achieve the minimum required pressure, advise the Applicant that service will not be provided and inform him of his or her rights under KRS 278.260 to obtain review of the District's action and will also notify the Commission of its actions.

j. If the Applicant/Customer's point of usage is at a higher elevation than the meter, the customer should consult with a reputable engineering firm to properly size the service line from the meter to the point of usage.

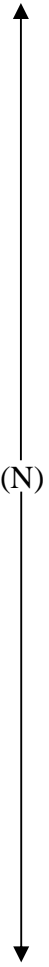
k. If the Customer engages in repeated acts of theft of service at a specific premises, the District may, after notice to the property owner, remove the service to that premises. Any subsequent request for service will require the payment of an additional connection

l. Piping on the premises of the Applicant/Customer must be installed to ensure that connections are conveniently located with respect to the District's lines and mains. Applicant/Customer must provide a place for metering that is always unobstructed and accessible

m. The District may require the Applicant/Customer at his/her own expense, to install a back-flow preventer and pressure regulator.

n. All taps and connections to the District's mains must be made by or under the direction and supervision of District personnel and will incur a meter connection/tap-on charge.

o. Any customer having boilers and/or pressure vessels that receive water from the District must have a check valve on the water supply line and a vacuum valve on the steam line



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in order to prevent a collapse were the water supply from the District to be interrupted or discontinued.

p. Any customer desiring nonstandard service shall pay the cost of any special installation necessary to meet his particular requirements for the service other than standard water taps. This includes fire hydrants, check valves, pressure reducing valves when customer requests pressure less than 100 psi, and surge relief valves.

12. FIRE PROTECTION

a. Fire hydrants installed prior to June 7, 1992, that do not meet the requirements set out in 807 KAR 5066, Section 10(2)(b), shall not be used for firefighting purposes. However, fire departments may access and withdraw water from flush hydrants to fill the tanks on a fire engine for firefighting or fire protection training purposes.

b. Unless otherwise permitted by the District, fire hydrants meeting the requirements of 807 KAR 5:066, Section 10(2)(b) shall be used only by fire departments and only for firefighting and fire training purposes. The use of a fire hydrant by persons other than authorized fire department personnel or for purposes other than firefighting or fire protection training shall be considered a "theft of service" and may be prosecuted in accordance with the laws of the Commonwealth of Kentucky. Unauthorized users shall be assessed an investigation charge, the cost of any damages to the District's property, and the full cost of any water withdrawn.

c. The District will furnish a fire department with water from a fire hydrant connected directly to its water main for a period not to exceed four (4) hours of usage for a fire event. If a fire event requires more than four hours of water usage, the owner of the property on which the fire event occurs may be billed for all water usage in excess of the four hours.

d. Except as noted paragraph c above, a fire department may withdraw water from the District' water distribution system at no charge to fight a fire or train firefighters provided it

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maintains an estimate of the amount of water used for such purposes during the calendar month and reports the amount of this usage to the District in writing no later than the tenth day of the following calendar month. Negative reports of water usage are required. In lieu of a written report, a report may be submitted telephonically or by electronic mail. In such cases, the District will maintain a written record of the report. (N) (N) (N) (N) (N)

e. A fire department that fails to submit the required report in a timely manner shall be assessed the cost of water withdrawn from the District’s system. A non-reporting fire department shall be presumed to use 0.3 percent of the District’s total water sales for the calendar month in which it fails to submit a report. A non-reporting fire department may present evidence of its actual usage to rebut the presumption and the District shall adjust the presumed usage accordingly. In addition, a fire department that fails to submit the required monthly report in a timely manner shall be assess a penalty of \$10.00 for each failure. (T) (T) (T) (T) (T) (T) (T)

f. A non-reporting fire department shall be billed for its water usage for firefighting or fire training purposes at the District’s lowest usage rate block.

g. The District may install fire hydrants for private fire protection purposes if the requirements of 807 KAR 5066, Section 10(2)(b) are met. The location, installation, and responsibility for the maintenance of such facilities shall be subject to negotiation between the District and the Applicant/Customer.

h. The District reserves the right to determine the delivery point for private fire protection service, including private hydrants, automatic fire sprinkler systems, standpipes, and other appurtenances that a Customer installs to assist in extinguishing fires. (N)

i. The District’s water distribution system is designed primarily for rural domestic consumption. It is not designed nor intended for use for fire protection. Any Customer relying

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upon the District's system for fire protection does so at its own risk and assumes full responsibility (N)
for the consequences of such reliance. (N)

13. MONITORING OF CUSTOMER USAGE

At least once quarterly, the District will monitor each Customer's usage as follows: (T)

a. The customer's monthly usage for the most recent 12-month period will be (T)
compared with the monthly usage for the 12 months immediately preceding that period. (T)

b. If the usage for the two periods are substantially the same or if any difference is (T)
known to be attributed to unique circumstances, such as unusual weather conditions, common to
all customers, no further review will be done.

c. If the usages differ by 100 percent or more and cannot be attributed to a readily (T)
identified common cause, the District will compare the Customer's monthly usage records for the
12-month period with the monthly usage for the same months of the preceding year.

d. If the cause for the usage deviation cannot be determined from analysis of the
Customer's meter reading and billing records, the District will contact the Customer by telephone
or in writing to determine whether, there have been changes such as different number of household
members or work staff, additional or different appliances, changes in business volume, or known
leaks in the customer's service line.

e. Where the deviation is not otherwise explained, the District will test the Customer's
meter to determine whether it shows an average error greater than 2 percent fast or slow.

f. The District will notify the Customer of the investigation and its findings and will
make any refunds or back billing in accordance with the Commission's regulations.

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g. In addition to the annual monitoring, the District will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or customer inquiry.

14. RIGHTS AND RESPONSIBILITIES

a. Customers Requiring Uninterrupted Supply

(1) The District will endeavor to provide reasonable service but does not guarantee a sufficient or consistent pressure or an absolutely uninterrupted supply of water, and Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply must be assured, such as for steam boilers, domestic hot water systems, gas engines, etc.

(2) The District is not responsible for accidents or damages to fixtures or devices that take a supply of water directly from the service pipes and depend upon the hydraulic pressure of the District's pipe system for supplying water under working pressure.

b. Interruptions in Water Supply

(1) The District reserves the right at any time to shut off the water in the Mains without notice in case of accident or emergency, or for the purpose of making connections, extensions, improvements, alterations, repairs, changes, or for other proper business reasons, and may restrict the use of water to reserve a sufficient supply in its reservoirs for fire protection or other emergencies whenever the public welfare may so require in accordance with Commission Regulations. Notwithstanding any other provision in these Rules or any contract or agreement between the District and any Customer, when, in the District's judgment, sufficient supplies of water are not available to the District, for any reason, to meet all existing and reasonably anticipated demands for service or to preserve and replenish its storage in amounts sufficient to provide fire

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protection on its system, the District shall have the right to restrict, limit, curtail or interrupt water service to or water usage by any Customer or Customers.

(2) The temporary shutting off of water from any Premises for any cause, whether non-payment of bills, leaking pipes, fixtures, etc. shall not cancel a contract for water supply service except at the option of the District or upon notice from the Customer.

c. District's Liability

(1) The District is not liable or responsible to any person or persons for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water, due to any cause whatsoever. The District will use reasonable care and diligence to prevent interruptions and fluctuations in the service but does not guarantee that such will not occur.

(2) The District will make every effort to maintain a pressure on its distribution system that is required for reasonable service and is compliant with federal and state requirements but does not guarantee to furnish at all times any given quantity of water at any given pressure for fire uses or for general purposes.

(3) The District is not responsible for accidents or damages to boilers, hot water tanks, etc., resulting from the discontinuance of service, nor by reason of the breaking of any main, water pipe, fixture or appliance whether owned by the District or Customer. No person shall be entitled to damages or have any portion of a payment refunded for any interruption of service. The District will exercise every care in this matter. In the event of the necessity of turning off water, every reasonable effort will be made to notify the Customer.

(4) The District is not an insurer of property or persons and does not undertake to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. It agrees to furnish such supply of water as is available. It shall be free and exempt from any claims

(T)

DATE OF ISSUE April 3, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE March 22, 2023
MONTH / DATE / YEAR

ISSUED BY /s/Randy Kidd
SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2022-00336 DATED March 22, 2023

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 3/22/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AREA McCreary County, Ky

PSC KY NO. 4

Original SHEET NO. 29

McCreary County Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever.

d. No person shall turn the water on or off at any street valve, District stop, curb stop or other street connection, or at meter setting or meter vault, or disconnect, remove or bypass any meter without the District’s consent. The District has the right to prosecute for any damage resulting from any unauthorized tampering with District property. (N)

e. No electric wires shall be grounded on the District’s mains or on any District Service Lines or pipes or fixtures of any kind which have a metallic connection with the District’s mains. (N)

f. The District retains the right to prosecute for any damage resulting violation of this Rule. Water furnished to any Customer, except if sold to a water utility for resale, is for the Customer’s use only and such water shall not be resold by the Customer to any other person, firm, or corporation on the customer’s premises or for use on any other premise. (N)

g. A Customer shall grant or convey, or shall cause to be granted or conveyed, to the District a perpetual easement and right of way across any property that he or she owns or controls wherever said easement or right of way is necessary for the District’s water facilities and lines necessary to furnish services to the Customer. (N)

h. The service connection provided by the District to the Customer has a definite capacity. No addition to the equipment or load connected to the connection is allowed without the District’s consent. Failure to provide notice of additions or changes in load, and to obtain the District’s consent for such additions or changes, shall render the Customer liable for any damage to the District’s lines or equipment caused by the additional or changed installation.

i. An Applicant/Customer is responsible for accurately identifying and marking all underground facilities which it owns and which are located on its property prior to the District’s installation of a service connection from the District’s distribution system to the meter and meter (N)

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2022-00336 DATED March 22, 2023



AREA McCreary County, Ky

PSC KY NO. 4

Original SHEET NO. 30

McCreary County Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

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box. Applicant/Customer assumes responsibility for all damages and losses resulting from its failure to accurately identify and mark such facilities and releases and indemnifies the District from any claims for damages that result from the Applicant/Customer's failure to accurately identify and mark such facilities.

(N)
(N)
(N)
(N)

j. Customer shall notify the District immediately should his or her service be unsatisfactory for any reason or should he or she discover any defects, problems, trouble, or accidents affecting the District's water system.

15. WATER MAIN EXTENSIONS

a. Upon request of applicant(s) for a water main extension, the District shall determine the total length and cost of the proposed extension (exclusive of meter connections). The District shall make an extension of fifty (50) feet or less to its existing distribution main without charge for a prospective customer who shall apply for and contract to use service for one (1) year or more. If the total length of the extension exceeds the product of fifty (50) feet multiplied by the number of applicants, the Applicant(s) shall contract with the District for construction of the extension using one of the following three (3) methods:

(1) Option A. The Applicants shall deposit with the District the total cost of the extension less the cost of fifty (50) feet of the extension for each applicant for service. Unless the Applicants otherwise agreed in writing, each Applicant shall deposit an equal portion of the required amount. The deposit shall not relieve an Applicant from his or her obligation to pay a connection/tap-on fee for a meter connection to the extension. For a period of ten (10) years following completion of the water main extension, the District shall annually refund to the Applicants collectively an amount equal to the cost of fifty (50) feet of the extension for each additional customer who directly connected to the water main extension service during the year. The total amount refunded shall not exceed the amount deposited with the District. At the end of the ten-year period, any portion of deposited funds that have not been refunded shall become the District's property. Applicants making deposits shall be responsible for maintaining a current

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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 3/22/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AREA McCreary County, Ky

PSC KY NO. 4

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CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

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address on file with the District to ensure prompt and correct payment of any refund. Applicants must contract to use the water service for a minimum of one (1) year. In addition, each Applicant shall pay the approved meter connection fee applicable at the time of his or her application for the meter connection. The meter connection fee shall not be considered part of the refundable cost of the extension

(2) Option B. The Applicants shall deposit with the District the total cost of the extension less the cost of fifty (50) feet of the extension for each applicant for service. For a period of five (5) years after construction of the extension, each additional customer whose service line is directly connected to the extension installed, and not to extensions or laterals therefrom, shall be required to contribute to the cost of the extension based on a recomputation of the District’s portion of the total cost and the amount contributed by the customers. The District shall refund to those Customers that have previously contributed to the cost of the extension that amount necessary to reduce their contribution to the currently calculated amount for each Customer connected to the extension. All Customers directly connected to the extension for a five-year period after it is placed in service shall contribute equally to the cost of construction of the extension. In addition, each Customer shall pay the approved tap-on fee applicable at the time of his or her application for the meter connection. The meter connection fee shall not be considered part of the refundable cost of the extension and may be changed during the refund period. After the five-year refund period expires, any additional customer shall be connected to the extension for the amount of the approved tap-on fee only. After the five-year refund period expires, refunds shall be made to all contributing customers using the methodology set forth in Option A.

(3) Option C. Applicants may at their own expense construct the water main extension and donate the extension to the District. The extension shall be construction in accordance with the District’s specifications and subject to the District’s supervision and approval. Applicants shall assume responsibility for and reimburse the District for all legal, engineering, and administrative costs that the District incurs to review, supervise, inspect, and test the water main extension, as well as obtaining all necessary legal and regulatory approvals. Applicants shall

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Linda C. Bridwell Executive Director

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AREA McCreary County, Ky

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CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

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warrant the fitness of the main extension for a period of one year following the transfer of ownership to the District.

b. Persons requesting a cost estimate of a proposed water main extension that requires District employees to visit the proposed service site to prepare such estimate, the District may assess a charge to the applicant equal to the labor and travel expenses necessary to prepare the estimate. If the applicant executes a contract for service within 90 days of the District's providing such estimate, the amount charged will be credited to the cost of the main. (N)
(N)
(N)
(N)
(N)

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Linda C. Bridwell Executive Director

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AREA McCreary County, Ky

PSC KY NO. 4

Original SHEET NO. 33

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CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

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16. LEAK ADJUSTMENTS

a. Any Customer, except a customer purchasing water to provide wholesale water service, may request a bill adjustment for all water usage resulting from a leak in its service line between the meter and the premises. (T) (T)

b. A request for leak adjustment must be in writing on a Leak Adjustment Request Form. The District will review the request and, if it determines that the request complies with the provisions of this Section, will adjust the Customer's bill consistent with Paragraph d of this Section. If an adjustment is granted, it will relate back to the bill for which the adjustment is requested. (N) (N) (N) (N) (N)

c. A Customer must show the existence and repair of the leak and that the leak caused the above-average water usage by providing at least one of the following with the Customer's application: a plumber's statement, invoices for materials and labor, or sworn affidavits from persons with knowledge of the leak's existence and repair. The Customer is encouraged to provide all available information that supports the request for adjustment. The District will review the application and verify the existence of the leak and repairs. Pipe for repair of underground water service lines must be certified to withstand a working pressure of 200 pounds per square inch or greater and be CTS or IPS pipe. (N) (N) (N) (N) (N) (N) (N)

d. Water usage resulting from the leak will be determined by comparing the Customer's usage during the leak billing period to the Customer's average usage for the previous twelve (12) billing periods. Water usage in excess of the average customer usage will be billed at 50 percent of the applicable rate schedule. If a customer applying for a leak adjustment has not been a customer of the District for twelve (12) consecutive months, the average residential usage will be used to determine the amount of the adjustment. (T) (T) (T) (N) (N) (N)

e. An adjustment may cover a maximum of two billing periods. (N)

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Linda C. Bridwell Executive Director

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f. A customer may receive a leak adjustment for an account only once during a twelve (12) month period. (T)

g. A customer account shall be considered to be current while the leak adjustment request is being reviewed if the customer continues to make undisputed payments and stays current on subsequent bills. (N)
(N)
(N)

h. No leak adjustment shall exceed \$5,000. (N)

17. SPECIAL USER AGREEMENTS FOR NON-STANDARD SERVICE

An Applicant requesting non-standard service shall execute the applicable agreement as a condition for service:

- a. Agreement for Special Service – Nonstandard Size Meter
- b. Agreement for Multi-Family development (Master Meter)
- c. Agreement for Multi-Family Development (Units with Individual Meters)
- d. Agreement for Mobile Home Park Service (Master Meter)
- e. Agreement for Mobile Home Park Service (Sites with Individual Meters)
- f. Agreement for Special Service – Sprinkler System and Fire Service Connection

If requested non-standard service is not applicable to the contract forms listed above, the District may require Applicant to execute a contract applicable to the requested non-standard service.

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PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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AREA McCreary County, Ky

PSC KY NO. 4

Original SHEET NO. 35

McCreary County Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____


RULES AND REGULATIONS

18. BILL FORMAT

a. Front

**BILL PROVIDED FOR YOUR RECORDS
NO PAYMENT REQUIRED**

MESSAGES



McCREARY WATER DISTRICT
P.O. Box 488 Whitley City, KY 42653

OFFICE HOURS
MONDAY-FRIDAY
8:00 A.M. - 4:30 P.M.
PHONE
(800) 376-2540
CLOSED SATURDAY, SUNDAY AND HOLIDAYS
NIGHT DEPOSITORY BOX LOCATED AT OFFICE

PAY BILL ONLINE:
WWW.MCCREARYWATER.COM

PAY BILL BY PHONE:
1-877-685-7989

04/03
[Barcode]
WHITLEY CITY KY 42653-0455

FROM	TO	BILL DATE	ACCOUNT NUMBER
02/03/23	03/03/23	03/23/23	101- [redacted]

PREVIOUS READING	CURRENT READING	CONSUMPTION	CODE	AMOUNT
555	556	1	WC	23.46
				28.15
				.70

KEEP THIS PORTION OF THE BILL FOR YOUR RECORDS

ADDITIONAL INFORMATION IS LISTED ON THE BACK OF THIS BILL

ACTUAL READING	DUE DATE	PAY AFTER DUE DATE	PAY BY DUE DATE
	04/10/23	57.48	52.31

PLEASE MAIL YOUR PAYMENT IN THE ENVELOPE PROVIDED

MAKE CHECKS PAYABLE TO:
McCREARY COUNTY WATER DISTRICT
P.O. Box 488
Whitley City, KY 42653

ACCOUNT NUMBER	DUE DATE	PAY AFTER DUE DATE	PAY BY DUE DATE
[redacted]	04/10/23	57.48	52.31

DO NOT WRITE BELOW THIS LINE - RETURN THIS PORTION WITH PAYMENT IN ENVELOPE PROVIDED

[Barcode]

McCREARY COUNTY WATER DISTRICT
P.O. Box 488
Whitley City, KY 42653-0488
[Barcode]

DATE OF ISSUE April 3, 2023
MONTH / DATE / YEAR

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SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2022-00336 DATED March 22, 2023

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell
Executive Director**



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AREA McCreary County, Ky

PSC KY NO. 4

Original SHEET NO. 36

McCreary County Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

b. Back

Water costs money. . . don't waste it!
A dripping faucet or failure to fix leaks 3 gallons a day - a total of 1095 gallons a year.
Conserve Water and Save Money!
A reminder from your local water utility where we're dedicated to quality and service.

Drop diameter	Gallons	Cubic Feet	Watts 100 WATT
1/4"	353,833	82,666	526
3/16"	222,000	29,800	296
1/8"	98,666	13,155	131
1/16"	24,666	3,268	32

↑ A continuous leak from a hole this size would, over a one month period, waste water in the amounts shown above.

Go to www.tapwaterinfo.com/mccrearycounty.pdf for important information regarding your Annual Drinking Water Quality Report. Call 606-376-2540 to request a copy.

McCreary County Water District Customers, pursuant to KRS 278.0154(1), a 10 percent (10%) late payment charge is now in effect (as of October 14, 2022) and will be assessed to customers who fail to pay their bill for services rendered by the bill DUE date.

MAKE CHECK OR MONEY ORDER PAYABLE TO:
McCREARY COUNTY WATER DISTRICT
 P.O. BOX 488 • WHITLEY CITY, KY 42653-0488
 ACCOUNT NUMBER MUST BE ON CHECK
 AFTER HOURS EMERGENCY NUMBER: WATER AND SEWER-(606) 376-2941
 Our Drop Box is Located Beside Drive Thru Window .
 Failure to Receive Bill Does Not Exempt You From Payment, Late Charges, Collection Fee, or Disconnection.
 It is the Responsibility of You, Our Customer, to Ensure We Have Access to All Water Meters.
 For Utility questions or concerns please Phone (606) 376-2540 or Fax (606) 376-5507
 CODES WT = WATER
 SWR =SEWER

Remember to change your smoke detector batteries in the Spring and Fall

THIS PORTION MUST BE RETURNED WITH PAYMENT FOR PROPER CREDIT TO YOUR ACCOUNT WHEN PAYING IN PERSON. PLEASE BRING ENTIRE BILL.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2022-00336 DATED March 22, 2023

KENTUCKY PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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AREA McCreary County, Ky

PSC KY NO. 4

Original SHEET NO. 37

McCreary County Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

19. Forms

- a. Application for Water Service (N)
- b. Agreement for Water Service (N)
- c. Agreement for Standard Water Service (New Meter Connection) (N)
- d. Agreement for Special Service – Nonstandard Size Meter
- e. Agreement for Multi-Family Development (Master Meter)
- f. Agreement for Multi-Family Development (Units with Individual Meters)
- g. Agreement for Mobile Home Park Service (Master Meter)
- h. Agreement for Mobile Home Park Service (Sites with Individual Meters)
- i. Agreement for Special Service – Sprinkler System and Fire Service Connection
- j. Request for Leak Adjustment (N)
- k. Partial Payment Plan Agreement (N)
- l. Water Turn-on Release Form (N)

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SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. 2022-00336 DATED March 22, 2023

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director




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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

APPLICATION FOR WATER SERVICE

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**APPLICATION FOR WATER SERVICE
(ALL USERS)**

Date _____

Customer Name _____

Service Address _____ Apt # _____

City/State _____ Zip Code _____

Billing Address (if different from service address):

Street _____

City/State _____ Zip Code _____

Account Holder: First _____ Middle _____ Last _____

DL# _____

Account Holder's Telephone number:

Home _____

Cell _____

Please Circle primary use of building: Residential Commercial

Do you own or rent service address? Own _____ Rent _____

If renting, Name of Landlord/Owner _____

Landlord/Owner Phone # _____

Do you have rental agreement? Yes _____ No _____

If so, please provide a copy of rental agreement with this contract.

KENTUCKY PUBLIC SERVICE COMMISSION
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Do you owe the District for water service furnished at the service address or another address?
Yes _____ No _____

Is there any person who will be residing at the service address that owes the District for water service furnished at the service address or another address? Yes _____ No _____

May the District contact you by text message to your cell phone to provide you with alerts or other information? Yes _____ No _____

List any person(s) who are authorized to received information regarding your account or to issue instructions to the District regarding your account or service:

1. Name: _____ Relationship: _____

2. Name: _____ Relationship: _____

3. Name: _____ Relationship: _____

OFFICE USE ONLY	
RECEIPT #	_____
DEPOSIT AMOUNT	_____
CASH	CHECK# _____
C/C	MONEY ORDER _____


KENTUCKY PUBLIC SERVICE COMMISSION
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AGREEMENT FOR STANDARD SERVICE

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

3/22/2023

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

WATER USER AGREEMENT

This agreement, dated this ____ day of _____, 20__ between _____, (“Applicant”), whose mailing address is _____, and McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a central water system in McCreary County, Kentucky for domestic, livestock, lawn, garden and other uses,

WHEREAS, Applicant desires to purchase water services from the District, Applicant hereby enters into this water user’s agreement as required by the Rules and Regulations of the District;

Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. The District shall furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to Applicant at the property located at _____.

2. Applicant agrees to **pay the bill for service** by the due date specified on the bill for water furnished to the property previously identified and to continue to be responsible for such service until the District in writing to the contrary.


3. Applicant agrees to pay a deposit as required by the District’s Rules and Regulations. This deposit is refundable after one (1) year if Applicant has established a satisfactory payment history or upon termination of service and payment of all accounts owed.

4. Applicant agrees to comply with and be bound by the District’s Rules and Regulations, now in force or as hereafter duly and legally supplemented, amended, or changed. Applicant agrees to pay for water at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District’s Rules and Regulations, or which the District has or hereafter adopts and imposes.

5. Applicant acknowledges that Applicant’s failure to water charges duly imposed will result in the following consequences: (a) Nonpayment after the due date of the original bill will result in a penalty of **10 percent** of the delinquent amount; (b) Nonpayment within twenty days from the mailing date of the original bill may result in termination of service, and (c) A **termination fee of \$12.50** and a **reconnection fee of \$12.50** will be assessed if service is terminated for non-payment.

6. Applicant represents that all information set forth in it accurate to the best of Applicant’s knowledge Applicant furth

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Executive Director



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false, misleading, or inaccurate information in the application or contract is grounds for discontinuance of water service.

7. This Agreement constitutes all terms and understandings of the Parties regarding the provision of water service to the property previously identified in this Agreement.

APPLICANT: MCCREARY COUNTY WATER DISTRICT:

Signature Signature

Print Name Title


WITNESS: WITNESS:



**AGREEMENT FOR
STANDARD SERVICE
(NEW METER CONNECTION)**

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

3/22/2023

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

WATER USER AGREEMENT
STANDARD METER SERVICE

This agreement, dated this ____ day of _____, 20__ between _____, (“Customer”), whose mailing address is _____, and McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a central water system in McCreary County, Kentucky for domestic, livestock, lawn, garden and other uses,

WHEREAS, Customer desires to purchase water services from the District, Customer hereby enters into this water user’s agreement as required by the Rules and Regulations of the District;

Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. The District shall furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to Customer in connection with the property to be served by this agreement. The property to be served is a _____ located at _____.

2. Customer understands and agrees that no more than one residence, including mobile homes, or business may connect to one water meter. If multiple buildings are built on the same property, each building must have its own water meter.

3. Customer agrees to **pay a meter connection fee of \$800.00** to the District. Upon payment of this fee, the District agrees to connect to its distribution main and install a standard size (5/8-inch x 3/4-inch) meter service at or near Customer’s property line, subject to distance limitations set forth the District’s Rules and Regulations. Customer shall connect Customer’s service line to the District’s water distribution system and commence to use water from that system on the date water is made available to customer. The District’s charges to Customer will commence upon the date that water service is made available.

4. Customer understands and agrees that Customer must furnish and lay the necessary pipe to make the connection from the point of service to the point of usage and be financially responsible for all costs associated with the installation and maintenance of Customer’s service line plumbing, including a shut-off valve, one-way check valve, and pressure reducing valve installed on Customer’s property beginning at the outlet side of the water meter.

5. Customer agrees that: the service line must be laid at a sufficient depth (_____ inches) to prevent freezing during the coldest weather normally experienced in this area.

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Linda C. Bridwell

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are not intended for use during freezing weather and are actually drained during such periods, that the installation and maintenance of the water service line must be in accordance with the District's Rules and Regulations and the regulations of the Kentucky Department for Public Health and that the service line shall be kept in good repair at all times.

6. Customer acknowledges and agrees that evidence of a plumbing permit from the appropriate regulatory agency must be presented to the District before service will be established.

7. Customer acknowledges that Customer is responsible for accurately identifying and marking all underground facilities on Customer's property owned by the Customer and that Customer is responsible for all damages resulting from Customer's failure to do so and releases and indemnifies the District from any claims for damages resulting from Customer's failure to accurately identify and mark such facilities.

8. Customer agrees that no present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from Customer's present water supply prior to connecting to and switching to the District's system and will eliminate present or future cross-contamination.

9. Customer agrees to pay a deposit as required by the District's Rules and Regulations. This deposit is refundable after one (1) year if Customer has established a satisfactory payment history or upon termination of service and payment of all accounts owed.

10. Customer agrees to comply with and be bound by the District's Rules and Regulations, now in force or as hereafter duly and legally supplemented, amended, or changed. Customer agrees to pay for water at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Rules and Regulations, or which the District has or hereafter adopts and imposes.

11. Customer acknowledges that Customer's failure to water charges duly imposed will result in the following consequences: (a) Nonpayment after the due date of the original bill will result in a penalty of **10 percent** of the delinquent amount; (b) Nonpayment within twenty (20) days from the mailing date of the original bill may result in termination of service; and (c) A **termination fee of \$12.50** and a **reconnection fee of \$12.50** will be assessed if service is terminated for non-payment.

12. Customer agrees to grant to the District, its successors and assigns, a perpetual easement in, over, under and upon real property owned by Customer, with the right to erect construct, install and law, and thereafter use, inspect, maintain, replace and remove water lines and appurtenant facilities, together with the right to utilize adjoining real property belonging to Customer for the purpose of ingress to and egress from those lands.

13. This Agreement constitutes all terms and understandings of the Parties regarding the provision of water service to the property previously identified in this Agreement.

[Reserved]

<p>KENTUCKY PUBLIC SERVICE COMMISSION Linda C. Bridwell Executive Director</p>
<p><i>Linda C. Bridwell</i></p>
<p>EFFECTIVE 3/22/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p>

14.

CUSTOMER:

MCCREARY
DISTRICT:

COUNTY

WATER

Signature

Signature

Print Name

Title

WITNESS:


WITNESS:



AGREEMENT FOR SPECIAL SERVICE – NONSTANDARD SERVICE

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

3/22/2023

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**AGREEMENT FOR SPECIAL SERVICE
NON-STANDARD SIZED METER**

This agreement, dated this ____ day of _____, 20__ between _____, (“Customer”), whose mailing address is _____, and McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a central water system in McCreary County, Kentucky for domestic, livestock, lawn, garden and other uses, and has as its standard domestic service connection a 5/8-inch x 3/4-inch size meter;

WHEREAS, Customer requests and has evidenced to District probable consumption of water in excess to that which the District’s standard size connection can provide; and,

WHEREAS, Customer requests service through a non-standard size meter;

Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. The District shall furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to Customer in connection with the property to be served by this agreement. The property to be served is located at _____ and shall be served through a ____-inch meter, which shall be located at a point adjacent to the property, and which the District shall install upon Customer’s payment of \$_____ and Customer’s conveyance of legal title to all lines and appurtenances between the District’s mains and the water meter.

2. Customer shall take the necessary actions to obtain the approval of the appropriate governmental agencies, to include the Kentucky Department of Public Health and Department of Building and Construction, for the special connection and, if applicable, a plan showing the location and size of the proposed pipelines and appurtenances, as well as any cross-connections.

3. Customer shall install the proposed pipelines and appurtenances in accordance with the approved plans and specifications from the Customer’s premises to the District’s meter and shall pay all costs of materials and installation of the proposed lines that may be necessary to tie into the District’s meter.

4. Customer agrees to pay to the District a service connection fee for the installation of the District’s meter. This fee is for one service connection only. Any additional service connection for Customer’s property must be separately costed.

5. Customer agrees to pay a deposit as required by the District. The deposit is refundable after one (1) year if Customer has established a satisfactory payment history.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



3/22/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

or upon termination of service and payment of all accounts owed. The District retains the right to require a deposit after refunding the original deposit, if Customer fails to maintain a satisfactory payment record.

6. Customer agrees to comply with and be bound by the District's Rules and Regulations, now in force or as hereafter duly and legally supplemented, amended, or changed. Customer agrees to pay for water at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Rules and Regulations, or which the District has or hereafter adopts and imposes.

7. Customer agrees to grant to the District, its successors and assigns, a perpetual easement in, over, under and upon real property owned by Customer, with the right to erect construct, install and law, and thereafter use, inspect, maintain, replace and remove water lines and appurtenant facilities, together with the right to utilize adjoining real property belonging to Customer for the purpose of ingress to and egress from those lands.

8. Customer acknowledges that Customer's failure to water charges duly imposed will result in the following consequences: (a) Nonpayment after the due date of the original bill will result in a penalty of **10 percent** of the delinquent amount; (b) Nonpayment within twenty (20) days from the mailing date of the original bill may result in termination of service; and (c) A **termination fee of \$12.50** and a **reconnection fee of \$12.50** will be assessed if service is terminated for non-payment.

9. Customer agrees that no present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from Customer's present water supply prior to connecting to and switching to the District's system and will eliminate present or future cross-contamination.

10. Customer acknowledges that Customer is responsible for accurately identifying and marking all underground facilities on Customer's property owned by the Customer and that Customer is responsible for all damages resulting from Customer's failure to do so and releases and indemnifies the District from any claims for damages resulting from Customer's failure to accurately identify and mark such facilities.

CUSTOMER:

MCCREARY COUNTY WATER DISTRICT:

Signature

Signature

Print Name

Title

WITNESS:

WITNESS:


KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 3/22/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**AGREEMENT FOR MULTI-
FAMILY DEVELOPMENT
(MASTER METER)**

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

3/22/2023

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AGREEMENT FOR MULTI-FAMILY DEVELOPMENT

MASTER METER

This agreement, dated this ____ day of _____, 20__ between _____, (“Applicant”), whose address is _____ and McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a central water system in McCreary County, Kentucky for domestic, livestock, lawn, garden and other uses;

WHEREAS, Applicant has undertaken to establish a Multi-Family Development for rental of housing units within the District’s territory and desires that water service be provided to such development;

WHEREAS, Applicant requests service through a non-standard size meter;

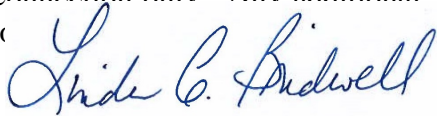
Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. The District shall furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to Applicant in connection with the property to be served by this agreement. The property to be served is located at _____ and shall be served though a ____-inch meter, which shall be located at a point adjacent to the property, and which the District shall install upon Applicant’s payment of \$_____ and Applicant’s conveyance of legal title to all lines and appurtenances between the District’s mains and the water meter.

2. Applicant shall take the necessary actions to obtain the approval of the appropriate governmental agencies, to include the Kentucky Department of Public Health and Department of Building and Construction, for the special connection and, if applicable, a plan showing the location and size of the proposed pipelines and appurtenances, as well as any cross-connections.

3. Applicant shall install the proposed pipelines and appurtenances in accordance with the approved plans and specifications from the Applicant’s premises to the District’s meter and shall pay all costs of materials and installation of the proposed lines that may be necessary to tie into the District’s meter.

4. Applicant agrees to pay to the District a service connection fee for the installation of the District’s meter. This fee is for one service connection only. Any additional service connection for Applicant’s property must be separately c

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 3/22/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

5. Applicant agrees to pay a deposit as required by the District's Rules and Regulations. This deposit is refundable after one (1) year if Applicant has established a satisfactory payment history or upon termination of service and payment of all accounts owed. The District retains the right to require a deposit after refunding the original deposit, if Applicant fails to maintain a satisfactory payment record.

6. Applicant agrees to comply with and be bound by the District's Rules and Regulations, now in force or as hereafter duly and legally supplemented, amended, or changed. Applicant agrees to pay for water at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Rules and Regulations, or which the District has or hereafter adopts and imposes.

7. Applicant acknowledges that under the monthly charge for service shall be the greater of (a) the number of housing units multiplied by the minimum water charge per unit (based on the District's standard service meter minimum charge), or (b) the amount billed for average unit use (determined by dividing the total usage by the number of housing units) multiplied by the total number of housing units in the multi-unit facility

8. Applicant agrees to grant to the District, its successors and assigns, a perpetual easement in, over, under and upon real property owned by Applicant, with the right to erect construct, install and law, and thereafter use, inspect, maintain, replace and remove water lines and appurtenant facilities, together with the right to utilize adjoining real property belonging to Applicant for the purpose of ingress to and egress from those lands.

9. Applicant acknowledges that Applicant's failure to water charges duly imposed will result in the following consequences: (a) Nonpayment after the due date of the original bill will result in a penalty of **10 percent** of the delinquent amount; (b) Nonpayment within twenty (20) days from the mailing date of the original bill may result in termination of service; and (c) A **termination fee of \$12.50** and a **reconnection fee of \$12.50** will be assessed if service is terminated for non-payment.

10. Applicant acknowledges that a single bill for water service will be issued monthly to Applicant. Applicant has sole responsibility for payment of all charges for service associated with the meter, including all water provided through the meter.

11. Applicant agrees that no present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from Applicant's present water supply prior to connecting to and switching to the District's system and will eliminate present or future cross-contamination.

12. Applicant acknowledges that Applicant is responsible for accurately identifying and marking all underground facilities on Applicant's property owned by the Applicant and that Applicant is responsible for all damages resulting from Applicant's failure to do so and releases and indemnifies the District from any claims for damages resulting from Applicant's failure to accurately identify and mark such facilities.

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KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
EFFECTIVE
3/22/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

APPLICANT:

MCCREARY COUNTY WATER
DISTRICT:

Signature

Signature

Print Name

Title

WITNESS:

WITNESS:



AGREEMENT FOR MULTI-FAMILY DEVELOPMENT (INDIVIDUAL METERS)

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

3/22/2023

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**AGREEMENT FOR MOBILE HOME PARK SERVICE
(INDIVIDUAL METERS INSTALLED)**

This agreement, dated this ____ day of _____, 20__ between _____, (“Applicant”), whose address is _____ and McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a central water system in McCreary County, Kentucky for domestic, livestock, lawn, garden and other uses;

WHEREAS, Applicant has undertaken to establish a mobile home park within the District’s territory at _____ for the sale or rental of mobile home sites and desires that water service be provided to such mobile home park;

Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. Applicant shall provide the District or its designated representative with all preliminary plans and specifications of the proposed mobile home park’s internal water distribution system and any water mains or lines or other facilities necessary to connect the proposed mobile home park to the District’s water distribution system and any other documents necessary for the District to review Applicant’s request for service.

2. Applicant shall make all reasonable modifications to the plans and specifications of the proposed water distribution system and any water mains or lines or other facilities that the District or its designated representative requests and that are reasonably necessary to meet the District’s existing or planned specifications or are necessary to ensure the quality and reliability of water service or the District’s operational efficiency and integrity.

3. Prior to the submission of the final plans of the proposed mobile home park’s internal water distribution system to Kentucky Department of Public Health and Department of Building and Construction and to any other applicable regulatory agency, Applicant shall obtain the District’s approval for such plans. No change to the approved plans shall be made without the District’s written consent.

4. Applicant shall take the necessary actions to obtain the approval of the appropriate governmental agencies, to include the Kentucky Department of Public Health and Department of Building and Construction, of the mobile park site plan showing the location and size of the proposed pipelines and appurtenances regarding the plans and specifications. Applicant shall further present evidence of such regulatory approvals to the District

5. Applicant shall be responsible for all costs of materials water lines and appurtenances, necessary to connect the prop

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Linda C. Bridwell
Executive Director

EFFECTIVE
3/22/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

District's distribution and all costs arising out of the inspection and testing of the water lines and appurtenances. Applicant shall further be responsible for all costs that the District may incur to replace existing water distribution lines or construct parallel water distribution lines to ensure adequate water volumes and water pressure to serve the proposed mobile home park.

6. Applicant agrees to permit the District's employees, agents, or representatives reasonable access to the proposed mobile home park upon reasonable notice and at reasonable hours to inspect the proposed water lines and appurtenances.

7. Applicant shall not cover with soil or other material any portion of the proposed water lines and appurtenances until the District or its designate representative has inspected the water line or appurtenance. Applicant shall notify the District or its designated representative at least 24 hours in advance of any action to cover any portion of a proposed water line.

8. Upon Applicant's completion of the installation of the proposed water lines, Applicant shall notify the District in writing of the completion.

9. Within 60 days of completion of construction of the proposed water lines and appurtenances but prior to the District's commencement of water service to the proposed mobile home park, Applicant will furnish the District with a copy of the as-built plans for the water lines and shall grant to the District an easement sufficient to install, repair, replace or construct any facilities necessary to serve each site upon which a mobile home will be placed.

10. Applicant shall convey to District legal title to the mobile home park's internal water distribution system, including all pipelines and appurtenances, free of all liens and encumbrances upon completion of the system's construction and testing, subject to the District's acceptance of the conveyance.

11. Applicant agrees to warrant and guarantee that the internal water distribution system is free from all defects due to faulty materials or workmanship and to be responsible for all expenses or costs related to the maintenance and repair of the water distribution system and for any damages resulting from such defects for a period of twelve months from the date of conveyance to the District.


12. Applicant agrees to pay to the District a **meter connection fee of \$800.00** for each standard size (5/8-inch x 3/4-inch) service connection that District installs within the mobile home park.

13. The District agrees to permit one standard service connection for each mobile home site connected to the internal water distribution system and to furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to such site.

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

3/22/2023

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

APPLICANT:

MCCREARY COUNTY WATER DISTRICT:

Signature

Signature

Print Name

Title

WITNESS:


WITNESS:



**AGREEMENT FOR MOBILE HOME
PARK SERVICE
(MASTER METER)**

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

3/22/2023

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AGREEMENT FOR MOBILE HOME PARK SERVICE

MASTER METER

This agreement, dated this ____ day of _____, 20__ between _____, (“Applicant”), whose address is _____ and McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a central water system in McCreary County, Kentucky for domestic, livestock, lawn, garden and other uses;

WHEREAS, Applicant has undertaken to establish a mobile home park for the sale or rental of mobile home sites within the District’s territory and desires that water service be provided to such mobile home park;

WHEREAS, Applicant requests service through a non-standard size meter;

Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. The District shall furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to Applicant in connection with the property to be served by this agreement. The proposed mobile home park will be located at _____ and shall be served though a _____-inch meter, which shall be located at a point adjacent to the mobile home park site, and which the District shall install upon Applicant’s payment of \$_____ and Applicant’s conveyance of legal title to all lines and appurtenances between the District’s mains and the District’s meter.

2. Applicant shall take the necessary actions to obtain the approval of the appropriate governmental agencies, to include the Kentucky Department of Public Health and Department of Building and Construction, of the mobile park site plan showing the location and size of the proposed pipelines and appurtenances.

3. Applicant shall install the proposed pipelines and appurtenances in accordance with the approved plans and specifications from the Applicant’s premises to the District’s meter and shall pay all costs of materials and installation of the proposed lines that may be necessary to tie into the District’s meter. Applicant shall further be responsible for all costs that the District may incur to replace existing water distribution lines or construct parallel water distribution lines to ensure adequate water volumes and water pressure to serve the proposed mobile home park.

4. Applicant agrees to pay to the District a **service connection** fee for the installation of the District’s meter. This fee is for one service connection. A separate service connection for Applicant’s property must be separately agreed.

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Linda C. Bridwell
Executive Director

Linda C. Bridwell

**EFFECTIVE
3/22/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**

5. Applicant agrees to pay a deposit as required by the District's Rules and Regulations. This deposit is refundable after one (1) year if Applicant has established a satisfactory payment history or upon termination of service and payment of all accounts owed. The District retains the right to require a deposit after refunding the original deposit if Applicant fails to maintain a satisfactory payment record.

6. Applicant agrees to comply with and be bound by the District's Rules and Regulations, now in force or as hereafter duly and legally supplemented, amended, or changed. Applicant agrees to pay for water at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Rules and Regulations, or which the District has or hereafter adopts and imposes.

7. Applicant acknowledges that under the monthly charge for service shall be the greater of (a) the number of housing units multiplied by the minimum water charge per unit (based on the District's standard service meter minimum charge), or (b) the amount billed for average unit use (determined by dividing the total usage by the number of housing units) multiplied by the total number of housing units in the multi-unit facility.

8. Applicant agrees to grant to the District, its successors and assigns, a perpetual easement in, over, under and upon real property owned by Applicant, with the right to erect construct, install and law, and thereafter use, inspect, maintain, replace and remove water lines and appurtenant facilities, together with the right to utilize adjoining real property belonging to Applicant for the purpose of ingress to and egress from those lands.

9. Applicant acknowledges that Applicant's failure to water charges duly imposed will result in the following consequences: (a) Nonpayment after the due date of the original bill will result in a penalty of **10 percent** of the delinquent amount; (b) Nonpayment within twenty (20) days from the mailing date of the original bill may result in termination of service; and (c) A **termination fee of \$12.50** and a **reconnection fee of \$12.50** will be assessed if service is terminated for non-payment.

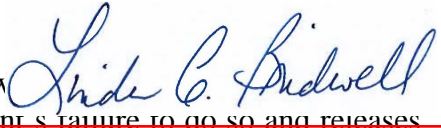
10. Applicant acknowledges that a single bill for water service will be issued monthly to Applicant. Applicant has sole responsibility for payment of all charges for service associated with the meter, including all water provided through the meter.

11. Applicant agrees that no present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from Applicant's present water supply prior to connecting to and switching to the District's system and will eliminate present or future cross-contamination.

12. Applicant acknowledges and agrees that Applicant is responsible for the maintenance and repair of all water lines and appurtenances within the mobile home park and that the District's responsibility for maintain and repair of any water lines or other appurtenances shall not extend beyond the metering point.

13. Applicant acknowledges that Applicant is responsible marking all underground facilities on Applicant's property and Applicant is responsible for all damages resulting from Applicant's failure to do so and releases

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director



EFFECTIVE
3/22/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

and indemnifies the District from any claims for damages resulting from Applicant's failure to accurately identify and mark such facilities.

APPLICANT:

MCCREARY COUNTY WATER DISTRICT:

Signature

Signature

Print Name

Title

WITNESS:


WITNESS:



**AGREEMENT FOR MOBILE HOME
PARK SERVICE
(INDIVIDUAL METERS)**

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

3/22/2023

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**AGREEMENT FOR MOBILE HOME PARK SERVICE
(INDIVIDUAL METERS INSTALLED)**

This agreement, dated this ____ day of _____, 20__ between _____, (“Applicant”), whose address is _____ and McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a central water system in McCreary County, Kentucky for domestic, livestock, lawn, garden and other uses;

WHEREAS, Applicant has undertaken to establish a mobile home park within the District’s territory at _____ for the sale or rental of mobile home sites and desires that water service be provided to such mobile home park;

Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. Applicant shall provide the District or its designated representative with all preliminary plans and specifications of the proposed mobile home park’s internal water distribution system and any water mains or lines or other facilities necessary to connect the proposed mobile home park to the District’s water distribution system and any other documents necessary for the District to review Applicant’s request for service.

2. Applicant shall make all reasonable modifications to the plans and specifications of the proposed water distribution system and any water mains or lines or other facilities that the District or its designated representative requests and that are reasonably necessary to meet the District’s existing or planned specifications or are necessary to ensure the quality and reliability of water service or the District’s operational efficiency and integrity.

3. Prior to the submission of the final plans of the proposed mobile home park’s internal water distribution system to Kentucky Department of Public Health and Department of Building and Construction and to any other applicable regulatory agency, Applicant shall obtain the District’s approval for such plans. No change to the approved plans shall be made without the District’s written consent.

4. Applicant shall take the necessary actions to obtain the approval of the appropriate governmental agencies, to include the Kentucky Department of Public Health and Department of Building and Construction, of the mobile park site plan showing the location and size of the proposed pipelines and appurtenances regarding the plans and specifications. Applicant shall further present evidence of such regulatory approvals to the District

5. Applicant shall be responsible for all costs of materials water lines and appurtenances, necessary to connect the prop

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Linda C. Bridwell
Executive Director

EFFECTIVE
3/22/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

District's distribution and all costs arising out of the inspection and testing of the water lines and appurtenances. Applicant shall further be responsible for all costs that the District may incur to replace existing water distribution lines or construct parallel water distribution lines to ensure adequate water volumes and water pressure to serve the proposed mobile home park.

6. Applicant agrees to permit the District's employees, agents, or representatives reasonable access to the proposed mobile home park upon reasonable notice and at reasonable hours to inspect the proposed water lines and appurtenances.

7. Applicant shall not cover with soil or other material any portion of the proposed water lines and appurtenances until the District or its designate representative has inspected the water line or appurtenance. Applicant shall notify the District or its designated representative at least 24 hours in advance of any action to cover any portion of a proposed water line.

8. Upon Applicant's completion of the installation of the proposed water lines, Applicant shall notify the District in writing of the completion.

9. Within 60 days of completion of construction of the proposed water lines and appurtenances but prior to the District's commencement of water service to the proposed mobile home park, Applicant will furnish the District with a copy of the as-built plans for the water lines and shall grant to the District an easement sufficient to install, repair, replace or construct any facilities necessary to serve each site upon which a mobile home will be placed.

10. Applicant shall convey to District legal title to the mobile home park's internal water distribution system, including all pipelines and appurtenances, free of all liens and encumbrances upon completion of the system's construction and testing, subject to the District's acceptance of the conveyance.

11. Applicant agrees to warrant and guarantee that the internal water distribution system is free from all defects due to faulty materials or workmanship and to be responsible for all expenses or costs related to the maintenance and repair of the water distribution system and for any damages resulting from such defects for a period of twelve months from the date of conveyance to the District.


12. Applicant agrees to pay to the District a **meter connection fee of \$800.00** for each standard size (5/8-inch x 3/4-inch) service connection that District installs within the mobile home park.

13. The District agrees to permit one standard service connection for each mobile home site connected to the internal water distribution system and to furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to such site.

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

3/22/2023

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

APPLICANT:

MCCREARY COUNTY WATER DISTRICT:

Signature

Signature

Print Name

Title

WITNESS:


WITNESS:



AGREEMENT FOR SPECIAL SERVICE – SPRINKLER SYSTEM AND FIRE SERVICE CONNECTION

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

3/22/2023

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AGREEMENT FOR SPRINKLER SYSTEM AND FIRE SERVICE CONNECTION

This agreement, dated this ____ day of _____, 20__ between _____, (“Applicant”), whose address is _____ and McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a central water system in McCreary County, Kentucky for domestic, livestock, lawn, garden and other uses;

WHEREAS, Applicant proposes to construct a private fire protection system to protect its facilities located at _____ and has requested water service for that fire protection system from the District’s water distribution system;

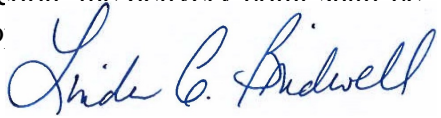
Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. “Private fire protection system” means a private hydrant, automatic fire sprinkler system, standpipe or other appurtenances that the Applicant installs to assist in extinguishing fires.
2. Applicant shall take the necessary actions to obtain the approval of the appropriate governmental agencies, including the Kentucky Department of Housing, Buildings and Construction, of its proposed fire protection plans and specifications.
3. Applicant shall obtain the approval of the Kentucky Department of Housing, Buildings and Construction and the Kentucky Department of Public Health and any other applicable governmental agency of the proposed means of prevention of cross-connection or backflow prevention. At a minimum, Applicant shall install double-acting backflow preventers to the proposed fire protection system.
4. Applicant agrees to install all pipelines and appurtenances in accordance with the specifications of the District’s existing or planned distribution system.
5. Applicant agrees to pay the cost of all materials and installation of proposed service lines, including any lines and appurtenances outside of Applicant’s property necessary to serve the proposed fire protection system. Applicant further agrees to pay the cost of the upsizing of existing water lines or construction of parallel water lines to provide adequate pressure and volume at the point of delivery.

6. Applicant agrees to convey to the District full and unencumbered legal title to the facilities installed by the Applicant between the District’s main and delivery point. If water service to the fire protection system is provided through an unmetered connection, the delivery point shall be that point where the service line crosses on to the Applicant’s property. If water service to the fire protection system is provided through a metered connection,

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metering point and includes the main valve pit. Upon conveyance of such facilities, the District assumes full responsibility for the operation and maintenance of those facilities.

7. If water service to the fire protection system is provided through a metered connection, the Applicant shall pay a meter connection fee of \$_____ for a _____-inch meter service connection. This fee is for one service connection only. Any additional service connection for Applicant's property must be separately contracted.

8. Applicant shall be assessed a monthly minimum charge of \$_____, which is intended to recover the costs identified in 807 KAR 5:095, Section 5(3) and shall be charged the lowest rate block set forth in its filed tariff for water actually used.

9. If water service to the fire protection system is provided through an unmetered connection, the Applicant shall (a) annually provide to the District its reasonable estimate of water usage for flushing, testing or other purposes and the basis for its estimate; and (b) provide within one month after water service is used to fight a fire its estimate of the water usage to fight the fire and the basis for its estimate.

10. If Applicant's fire protection system includes a fire sprinkler system, Applicant shall annually report to the District (a) the location of the fire sprinkler system, (b) any change in the fire sprinkler system's operating status; (c) the performance of any required maintenance on the fire sprinkler system; and (d) the results of any test or inspection of the fire sprinkler system that 815 KAR 10:060 requires.

11. Applicant agrees and warrants that the fire protection system will be maintained in good and correct condition so as to prevent water loss and contamination of facilities. Should the Applicant fail to properly maintain its fire protection system, the Applicant agrees to reimburse the District for the cost of water loss due to effects of Applicant's failure. Applicant further agrees that its failure to properly maintain its fire protection system constitute adequate grounds for the District to terminate water service to the Applicant.

12. Applicant acknowledges that the District's water distribution system is designed primarily for rural domestic consumption and is not designed nor intended for use for fire protection. Applicant relies upon the District's system for fire protection at its own risk and assumes full responsibility for the consequences of such reliance.

13. Applicant acknowledges the District does not guarantee to furnish at all times any given quantity of water at any given pressure for fire uses or for general purposes.

14. Applicant agrees to indemnify and hold harmless the District from any claim for damages for any loss Applicant suffers because of non-availability of water, loss of water pressure, reduced flow, or any other act or omission of the District.

15. Applicant agrees to comply with and be bound by the District's Rules and Regulations, now in force or as hereafter duly and legally supplemented, and Applicant agrees to pay for water at such rates, time and place as shall be agreed to the imposition of such penalties for noncompliance as Rules and Regulations, or which the District has or hereafter adopts and imposes.

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16. Applicant acknowledges that Applicant's failure to water charges duly imposed will result in the following consequences: (a) Nonpayment after the due date of the original bill will result in a penalty of **10 percent** of the delinquent amount; (b) Nonpayment within twenty (20) days from the mailing date of the original bill may result in termination of service; and (c) A **termination fee of \$12.50** and a **reconnection fee of \$12.50** will be assessed if service is terminated for non-payment.

17. Applicant agrees that no present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from Customer's present water supply prior to connecting to and switching to the District's system and will eliminate present or future cross-contamination.

18. The District shall furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to Applicant in connection with the fire protection system to be served by this agreement.

19. If water service to the fire protection system is provided through a metered connection, the District agrees to permit a valve pit at a point adjacent or near the Applicant's facility.

20. Water service will be provided after the installation of all lines and appurtenances is completed and the Applicant has conveyed title to all lines and appurtenances, including any valve pit, to the District. The District If service is dependent on the extension or construction of any District facility, service will not be available until such construction is completed.

APPLICANT: MCCREARY COUNTY WATER DISTRICT:

Signature Signature

Print Name Title


WITNESS: WITNESS:



REQUEST FOR LEAK ADJUSTMENT

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LEAK ADJUSTMENT REQUEST

Account Name: _____

Service Address: _____

Account Number: _____

1. Date of Repairs: _____

2. Person or Firm Making Repairs _____

3. Materials Used For Repairs: _____

_____.

(Attach receipts for materials used.)

4. Attached a copy of Plumber's Statement regarding repairs if Plumber performed the repairs.

5. Leak Location: _____

a. State Distance from Meter Box _____ feet

b. State Distance from House _____ feet

c. Check all applicable items

- _____ Feet from Meter Box
- _____ Feet from House
- _____ Inside House or Structure
- _____ Toilet

- _____ Outside House
- _____ Underground Line
- _____ Outside Faucet or Sprinkler

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Customer acknowledges that the water usage resulting from the leak will be determined by comparing the Customer's usage during the leak billing period to the Customer's average usage for the past twelve (12) billing periods. Water usage in excess of the average customer usage will be billed at 50 percent of the applicable rate schedule. If a customer applying for a leak adjustment has not been a customer of McCreary County Water District ("the District") for 12 consecutive months, the average residential usage will be used to determine the amount of the adjustment. If the Customer's request for an adjustment is approved, its bill for water service during the month in which the leak occurred will be equal to the sum of the cost of water for the Customer's average monthly water usage billed at the District's existing rate schedule and the cost of the water in excess of the Customer's average monthly water usage billed at 50 percent of the applicable rate schedule.

Customer's account shall be considered to be current while the leak adjustment request is being reviewed if the Customer continues to make undisputed payments and stays current on subsequent bills.

Customer acknowledges that the Customer may apply and receive a leak adjustment only once during a 12-month period and that any adjustment will cover no more than two billing periods.

No adjustment to the Customer's bill for water service will be made until this form, completed in its entirety, signed and dated, receipts and a plumber's statement (if applicable) are returned to the District.

Customer acknowledges having read the information above and states that all statements are true and correct, and that the excess usage in the Customer's plumbing system has now been corrected.

Customer's Name: _____

Customer's Phone Number: _____

SIGNED: _____


DATE: _____



PAYMENT PLAN AGREEMENT

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Payment Agreement

Account Number: _____ Date: _____, 20__

Account Holder Name: _____

Address: _____

Phone: _____

Account Holder owes McCreary County Water District \$ _____ for water service previously provided and agrees to pay the sum of \$ _____ today and to make payments as listed below on the unpaid balance as well as keep current my regular monthly charges.

Date	Amount	Date	Amount
____/____,20__	_____	____/____,20__	_____
____/____,20__	_____	____/____,20__	_____
____/____,20__	_____	____/____,20__	_____
____/____,20__	_____	____/____,20__	_____
____/____,20__	_____	____/____,20__	_____
____/____,20__	_____	____/____,20__	_____

I have been advised and fully understand that if I fail to make a scheduled payment by the specified date, McCreary County Water District may immediately discontinue my water service and the unpaid balance will become immediately due. Once discontinued, water service will not be restored until the unpaid balance and a reconnection fee are paid.

Customer's Signature

Employee's Signature

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McCreary County Water District does not discriminate on the basis of race, color, national origin, sex, age or disability in employment or the provision of services.

WATER TURN-ON RELEASE

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McCreary County Water District Water Turn-On Release Form

I am the owner or lawful tenant of the premises located _____ (hereinafter the "Premises"). I have been advised of McCreary County Water District's rule prohibiting the turn-on of water service unless the Customer or the Customer's representative is physically present at the Premises at the time of turn-on. I have also been advised that the purpose of this rule is to prevent potential water damage if water service is restored and faucets, valves, or other uses of water in a premises have been left on or faulty and water runs without proper supervision. Notwithstanding the potential consequences of such an event, I request and authorize the District to turn on water service, both for initial service and turn-ons following a disconnection, even if no one is present at the Premises. I understand that I should turn off all faucets and valves, and confirm their proper operating condition, or turn off the main shut-off valve, and take other precautions necessary to avoid water damage when the water is turned on and no one is present at the Premises.

In consideration of having the District turning on the water service to the Premises when I am not physically present at the Premises:

1. For myself and for my heirs, executors, successor and assigns, I hereby to the fullest extent permitted at law and equity release and forever discharge the District and the District's commissioners, officers, employees and agents from all claims, demands, damages and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on of water service to the Premises when I or my representative is not present at the Premises.
2. For myself and for my heirs, executors, successor and assigns, I hereby to the fullest extent permitted at law and equity agree to defend, protect, hold harmless and indemnify the District and the District's commissioners, officers, employees and agents from and against any and all claims, demands, damages and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on of water service to the Premises when I or my representative is not present at the Premises.

I provide the above release and indemnity on the date written below.

Signature: _____

Printed Name: _____

Date: ____/____/____

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